

# NOTICE

**NO HAND CARRIED BIDS!**

**NO MAILED BIDS!**

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX. See provision AOC52.215-1 Instructions to Offerors located in Section L for solicitations for services/supplies or the Solicitation Conditions for solicitations for construction. All handcarried offers/proposals will be rejected. Any attempt to handcarry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. Offerors are advised when sending proposals via FEDEX or UPS not to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

# NOTICE

To receive Attachment 1 please email [www.phunt@aoc.gov](mailto:www.phunt@aoc.gov) with the following information:

RFP Number  
Company Name  
Address  
POC  
POC Phone Number  
POC Fax Number  
POC email address

CD will be "Express" Mailed to you ASAP.

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i> Architect of the Capitol	1. SOLICITATION NO. RFP080037	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE 1 OF 55 PAGES

IMPORTANT -The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. HB 080083	6A. PROJECT NO.	6B. TITLE 990347, 480V Switchgr & Transformer Replace., RHOB
7. ISSUED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515		8. ADDRESS OFFER TO AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515	
9. FOR INFORMATION CALL:	a. NAME Patrick Hunt	b. TELEPHONE NUMBER (Include area code)(NO COLLECT CALLS) 202-226-1933	

### SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

11. The Contractor shall begin performance <u>15</u> calendar days and complete it within <u>563</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____.)	
12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b). <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 15

### 13. ADDITIONAL SOLICITATION REQUIREMENTS

- a. Sealed offers in original and 2 copies to perform the work required are due at the place specified in item 8 by 4:00 pm (hour) local time 06/03/2008 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☒ is, ☐ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.



**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) CODE	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14.)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 0 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.									
DATE									
20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					20b. SIGNATURE			20c. OFFER DATE	

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO 41 U.S.C. 5
26. ADMINISTERED BY AOC - Procurement Division 2nd & D Streets, SW Room H2-263 WASHINGTON, DC 20515	27. PAYMENT WILL BE MADE BY Architect of the Capitol 2nd & D Streets, S.W. WASHINGTON, DC 20515

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print) Patrick Hunt	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY _____	31c. DATE SIGNED



## Summary Info Continuation Page

Contractor shall furnish all supervision, labor, materials and equipment necessary to perform the 480V Switchgear and Transformers Replacement, Rayburn House Office Buildin Vaults No. 1 through 4 as set forth in the Specifications and Drawings for AOC Project No. 990347A and as further described in the Schedule, General Conditions, Supplementary Conditions, Solicitation Conditions and the following attachments: Attachment 1 Specifications and Drawings CD; Attachment 2 List of Drawings - 5 pages; Attachment 3 DOL General Decision No. DC20080003, Mod No. 1 (04/18/08) - 7 pages; Attachment 4 Specification and Drawings Clarifications - 9 pages; Attachment 5 ACH Vendor/Miscellaneous Paymant Enrollment Form (for information only) - 1 page; Attachment 6 AOC Vendor Request Form - 2 pages; Attachment 7 Request for Check of Criminal History Records - 1 page.

### BASE

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
1	RHOB 480V Base Bid No. 001	Total : 0.00	LT	\$	\$
<b>Description:</b> 480 Volt Switchgear and Transformer Replacement, Phase 1, Vault #2, in the Rayburn House Office Building, 990347A.					

Lump-Sum Price for Base

\$

### OPTION 1

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
2	RHOB 480V Option 1	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2008 (October 1, 2007 through September 30, 2008) or 2009 (October 1, 2008 through September 30, 2009) - Disassemble at the factory the tested set of sections of Low Voltage Switchgear. Ship them in parts sufficiently small for delivery to the installation site and re-assemble all sections.					

Lump-Sum Price for Option 1

\$

### OPTION 2

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
3	RHOB 480V Option 2	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2008 (October 1, 2007 through September 30, 2008) or 2009 (October 1, 2008 through September 30, 2009) - Provide and install High Efficiency Network Transformers of the size, type, ratings and requirements specified in Section 16462, including associated high voltage switches, low-voltage network protectors and network disconnect switches.					

Lump-Sum Price for Option 2

\$

### OPTION 3

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
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4	RHOB 480V Option 3	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2009 (October 1, 2008 through September 30, 2009) - 480 Volt Switchgear and Transformer Replacement, Phase II, Vault #3, in the Rayburn House Office Building, 990347B.					

Lump-Sum Price for Option 3

\$

OPTION 4

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
5	RHOB 480V Option 4	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2009 (October 1, 2008 through September 30, 2009) - 480 Volt Switchgear and Transformer Replacement, Phase III, Vault #4, in the Rayburn House Office Building, 990347C.					

Lump-Sum Price for Option 4

\$

OPTION 5

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
6	RHOB 480V Option 5	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2009 (October 1, 2008 through September 30, 2009) - 480 Volt Switchgear and Transformer Replacement, Phase IV, Vault #1, in the Rayburn House Office Building, 990347D.					

Lump-Sum Price for Option 5

\$

OPTION 6

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
7	RHOB 480V Option 6	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2010 (October 1, 2009 through September 30, 2010) - 480 Volt Switchgear and Transformer Replacement, Phase II, Vault #3, in the Rayburn House Office Building, 990347B.					

Lump-Sum Price for Option 6

\$

OPTION 7

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
8	RHOB 480V Option 7	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2010 (October 1, 2009 through September 30, 2010) - 480 Volt Switchgear					

and Transformer Replacement, Phase III, Vault #4, in the Rayburn House Office Building, 990347C.

Lump-Sum Price for Option 7

\$

### OPTION 8

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
9	RHOB 480V Option 8	Total : 0.00	LT	\$	\$

**Description:** May be exercised at any time during Fiscal Year 2010 (October 1, 2009 through September 30, 2010) - 480 Volt Switchgear and Transformer Replacement, Phase IV, Vault #1, in the Rayburn House Office Building, 990347D.

Lump-Sum Price for Option 8

\$

### OPTION 9

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
10	RHOB 480V Option 9	Total : 0.00	LT	\$	\$

**Description:** May be exercised at any time during Fiscal Year 2010 (October 1, 2009 through September 30, 2010) - Disassemble at the factory the tested set of sections of the Low Voltage Switchgear. Ship them in parts sufficiently small for delivery to the installation site and re-assemble all sections.

Lump-Sum Price for Option 9

\$

### OPTION 10

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
11	RHOB 480V Option 10	Total : 0.00	LT	\$	\$

**Description:** May be exercised at any time during Fiscal Year 2010 (October 1, 2009 through September 30, 2010) - Provide and install High Efficiency Network Transformers of the quantity, size, type, ratings and requirements specified in Section 16462, including associated high voltage switches, low-voltage network protectors and network disconnect switches.

Lump-Sum Price for Option 10

\$

### OPTION 11

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
12	RHOB 480V Option 11	Total : 0.00	LT	\$	\$

**Description:** May be exercised at any time during Fiscal Year 2011 (October 1, 2010 through September 30, 2011) - 480 Volt Switchgear



and Transformer Replacement, Phase II, Vault #3, in the Rayburn House Office Building, 990347B.

Lump-Sum Price for Option 11

\$

### OPTION 12

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
13	RHOB 480V Option 12	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2011 (October 1, 2010 through September 30, 2011) - 480 Volt Switchgear and Transformer Replacement, Phase III, Vault #4, in the Rayburn House Office Building, 990347C.					

Lump-Sum Price for Option 12

\$

### OPTION 13

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
14	RHOB 480V Option 13	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2011 (October 1, 2010 through September 30, 2011) - 480 Volt Switchgear and Transformer Replacement, Phase IV, Vault #1, in the Rayburn House Office Building, 990347D.					

Lump-Sum Price for Option 13

\$

### OPTION 14

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
15	RHOB 480V Option 14	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2011 (October 1, 2010 through September 30, 2011) - Disassemble at the factory the tested set of sections of the Low Voltage Switchgear. Ship them in parts sufficiently small for delivery to the installation site and re-assemble all sections.					

Lump-Sum Price for Option 14

\$

### OPTION 15

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
16	RHOB 480V Option 15	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2011 (October 1, 2010 through September 30, 2011) - Provide and install High Efficiency Network Transformers of the quantity, size, type, ratings and requirements specified in Section 16462, including associated					

high voltage switches, low-voltage network protectors and network disconnect switches.

Lump-Sum Price for Option 15

\$

### OPTION 16

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
17	RHOB 480V Option 16	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2012 (October 1, 2011 through September 30, 2012) - 480 Volt Switchgear and Transformer Replacement, Phase II, Vault #3, in the Rayburn House Office Building, 990347B.					

Lump-Sum Price for Option 16

\$

### OPTION 17

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
18	RHOB 480V Option 17	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2012 (October 1, 2011 through September 30, 2012) - 480 Volt Switchgear and Transformer Replacement, Phase III, Vault #4, in the Rayburn House Office Building, 990347C.					

Lump-Sum Price for Option 17

\$

### OPTION 18

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
19	RHOB 480V Option 18	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2012 (October 1, 2011 through September 30, 2012) - 480 Volt Switchgear and Transformer Replacement, Phase IV, Vault #1, in the Rayburn House Office Building, 990347D.					

Lump-Sum Price for Option 18

\$

### OPTION 19

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
20	RHOB 480V Option 19	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2012 (October 1, 2011 through September 30, 2012) - Disassemble at the factory the tested set of sections of the Low Voltage Switchgear. Ship them in parts sufficiently small for delivery to the installation site and re-assemble all sections.					

Lump-Sum Price for Option 19

\$

OPTION 20

Number	Commodity Name	Quantity	Unit of Issue	Unit Price (\$)	Total Cost (\$, Inc. disc)
21	RHOB 480V Option 20	Total : 0.00	LT	\$	\$
<b>Description:</b> May be exercised at any time during Fiscal Year 2012 (October 1, 2011 through September 30, 2012) - Provide and install High Efficiency Network Transformers of the quantity, size, type, ratings and requirements specified in Section 16462, including associated high voltage switches, low-voltage network protectors and network disconnect switches.					

Lump-Sum Price for Option 20

\$

Lump-Sum Price for All Options

\$

Lump-Sum Price for Base and All Options

\$

B1

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## General Conditions

52.211-12

### Liquidated Damages--Construction (Sept 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, except for the "as built" documentation, the Contractor shall pay Liquidated Damages to the Government in the amount of \$735.00 for each calendar day of delay until the work is completed or accepted.

In the event the Contractor fails to restore power at the end of the scheduled power outage, the Contractor shall pay to the Government as Liquidated Damages the sum of \$5,500.00 lump sum for a period of 1-72 hours inclusive for the first three days of non-restored power. If the Contractor fails to restore power by the conclusion of the first three day period during which Liquidated Damage apply, the Contractor shall pay additional lump sum fees of \$3,500.00 for each additional 1-72 hour period of time during which power remains out, until power is restored.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.217-7

### Option for Increased Quantity--Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within [insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.223-3 Alt I

### Hazardous Material Identification and Material Safety Data (Jan 1997) - Alternate I (July 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, list None)	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered

under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph

(b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

52.225-9

Buy American Act--Construction Materials (Jan 2005)



(a) *Definitions.* As used in this clause--

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate none]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.*

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

**FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON**

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:	--	--	--
Foreign Construction Material			
Domestic Construction Material			
Item 2:	--	--	--
Foreign Construction Material			
Domestic Construction Material			

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

(End of clause)

52.228-14

**Irrevocable Letter of Credit (Dec 1999)**

(a) "Irrevocable letter of credit (ILC)," as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.



(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and -

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of -

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of -

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of at least \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of at least \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

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Issue Date \_\_\_\_\_

Irrevocable Letter of Credit No. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_ (for reference only)

To: \_\_\_\_\_

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1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ \_\_\_\_\_. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_\_, or any automatically extended expiration date.



2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_.

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Date) \_\_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_\_

Beneficiary: \_\_\_\_\_

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_\_ for drawings of up to United States dollars \_\_\_\_\_/U.S. \$ \_\_\_\_\_ and expiring with our close of business on \_\_\_\_\_, or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_.

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

(Date) \_\_\_\_\_

Pay to the order of \_\_\_\_\_ the sum of United States \$ \_\_\_\_\_. This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_\_.

[Beneficiary Agency]

[By]

(End of clause)

52.236-2

Differing Site Conditions (Apr 1984)

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of-

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)



52.236-5

## Material and Workmanship (Apr 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-9

## Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.242-14

## Suspension of Work (Apr 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed-

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and



(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

#### AOC52.202-2

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##### Definitions - Construction (Jun 2004)

(a) The term Government means the United States of America, represented by the Architect of the Capitol, who is the Contracting Officer.

(b) The term head of the agency means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The other authority as used in this paragraph includes the Architect of the Capitol in cases in which he has final jurisdiction or supervision over the work involved.

(c) The term Architect as used in the contract documents shall mean the Architect of the Capitol.

(d) The term Contracting Officer as used in the contract documents means the Architect of the Capitol or his duly authorized representative.

(e) The term his duly authorized representative means any person or persons or board authorized to act for the head of the agency within the scope of their authority.

(f) The term Contractor means the individual, partnership or corporation entering into a contract with the Government to perform the work specified.

(g) The term Subcontractor, as used in this part, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or other subcontractor. There is no privity of contract between the Government and the Subcontractors.

(h) The term Project Director means the individual designated by the Architect to monitor the progress of work from a technical standpoint. The duties and responsibilities of the Project Director shall include supervision of scheduling, receipt and verification of Contractor's payrolls in accordance with the Davis Bacon Act, coordination between Divisions, concerning resolution and/or avoidance of potential problems and, to the extent authorized by the Delegation of Authority, if any, issuance of clarifications, supplemental agreements and change orders to the Contractor.

(i) The term contract documents includes, collectively, the Project Manual, the contract drawings and the addenda and modifications thereto, if any.

(j) The term work includes, but is not limited to, materials, labor, and manufacture and fabrication of components.

(k) The term specifications means the portion of the Contract Documents that consist of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

(l) The term drawings means the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, that show the design, location and dimensions of the Work, and generally includes plans, elevations, sections, details, schedules and diagrams.

(m) Wherever in the specifications or upon the drawings the word directed, required, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, order, designation, or prescription, of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory, or words of like import shall mean approved by or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.

(n) Where as shown, as indicated, as detailed, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word provided as used herein shall be understood to mean provide complete in place, that is furnished and installed.

(End of clause)

#### AOC52.203-1

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##### Advertising/Promotional Materials (Dec 2005)

(a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities,



including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(d) If this solicitation is for supplies or services, including construction, to be provided to or performed for the United States Supreme Court, the Contractor, by signing this contract, agrees that he or she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Supreme Court of the United States endorses a product, project, or commercial line of endeavor.

(End of clause)

#### AOC52.203-2

##### Disclosure of Information to the General Public (Jun 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) General public, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

#### AOC52.204-1

##### Printed or Copied Double-sided on Recycled Paper (Jun 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

#### AOC52.204-4

##### AOC52.204-4 Personal Identity Verification of Contractor Personnel (Sep 2007)

(a) By entering into this contract, the Contractor agrees to comply with all Federal laws that apply to the Contractor's activities, including but not limited to the U.S. Citizenship and Immigration Services' requirement to maintain a signed copy of I-9 Employment Eligibility Verification for each employee in accordance with 8 U.S.C. 1324(a).

(b) The Employment Eligibility Verification Program (E-Verify), operated by the Department of Homeland Security and the Social Security Administration, allows U.S. employers to verify name, date of birth, and Social Security Number, as well as immigration information for non-citizens, against Federal databases in order to verify the employment eligibility of both citizen and non-citizen new hires. All contractors receiving AOC contracts are strongly encouraged to use this program to verify the status of their personnel. Information about the program can be obtained at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) or by calling 1-888-464-4218.

(c) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a Federally-controlled facility or access to a Federal information system.

(End of clause)

#### AOC52.211-3

##### Deficiencies in Contract Documents (Jun 2004)

The Contractor shall promptly inform the Contracting Officer, in writing, of any discovered errors, omissions, discrepancies, conflicts or ambiguities in the contract documents before proceeding with any work affected by such factors. Failure to do so will be at the risk of the Contractor.

(End of clause)

#### AOC52.211-6

##### Notice to Proceed (Jun 2004)

A formal notice, or notices, to proceed will be issued as soon as practical, normally after approval by the Contracting Officer of the bonds and insurance. Unless specifically authorized in writing, any steps taken in connection with the performance of, or the preparation to perform, the contract, prior to issuance of the notice to proceed, will be the responsibility of and at the risk of the Contractor, and without any cost whatsoever to the Government.

(End of clause)

#### AOC52.215-10

##### Examination of Records (Jun 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term subcontract as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

#### AOC52.215-11

##### Audits (Jun 2004)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for \_\_\_\_\_ (identify by description) are accurate and complete and they are current as of \_\_\_\_\_ (date).

Date of Execution \_\_\_\_\_

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_"



(c) The Contracting Officer in accordance with the FAR clause Audit and Records - Negotiation , 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

#### AOC52.219-1

##### Utilization of Small Business Concerns (Aug 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

#### AOC52.219-3

##### AOC52.219-3 Small Business Subcontracting Plan (Nov 2007)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause -

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract or task order at or over \$1,000,000, and has goals that are based on the Contractor's planned subcontracting in support of the specific contract.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor calling for supplies or services required for performance of the contract or subcontract.

(c) Within ten (10) calendar days after award of the contract, the Contractor shall submit an individual subcontracting plan that separately addresses subcontracting with small business, small disadvantaged business, HUBZone small business, veteran-owned small business, service-disabled veteran-owned small business, and women-owned small business concerns. The minimum goals that the AOC views as attainable in the District of Columbia metropolitan area are available on [www.aoc.gov/business/index.cfm](http://www.aoc.gov/business/index.cfm).

(d) The Contractor's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of the small business concerns listed in (c) above;

(2) A statement of -

(i) Total dollars planned to be subcontracted to large business concerns;

(ii) Total doallars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

- (v) Total dollars planned to be subcontracted to veteran-owned small business concerns;
  - (vi) Total dollars planned to be subcontracted to service-disabled veteran-owned small business concerns;
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns;
  - (viii) Total dollars planned to be subcontracted to all concerns;
- (3) Assurances that the Contractor will -
- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the contractor with the subcontracting plan;
  - (iii) Submit AOC Form 294, Subcontracting Report for Individual Contracts. The report shall provide information on subcontract awards to small business concerns listed in (c) above. Reporting shall be in accordance with the instructions on the form or as provided in agency regulations;
  - (iv) Assist all business concerns listed in (c) above by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, small disadvantaged business, HUBZone small business, veteran-owned small business, service-disabled veteran-owned small business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time; and
  - (v) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database.
- (e) The Contractor shall submit the following report:
- (1) AOC Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract.
  - (f) The subcontracting goals as established by the Architect of the Capitol are listed on the AOC internet site at [www.aoc.gov](http://www.aoc.gov) under the sub-listing of "Procurement".
- (End of clause)

AOC52.211-5A

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### **Commencement, Prosecution and Completion of Work**

- (a) All work to be performed under this contract for the base bid items and all option items shall be completed within the calendar days shown below after the date of contract award or exercise of the option items.

Base Bid - Phase 1, Vault 2 - 563 calendar days from date of award.  
 Option 1 - Phase 2, Vault 3 - 365 calendar days from date of exercise of option.  
 Option 2 - Phase 3, Vault 4 - 365 calendar days from date of exercise of option.  
 Option 3 - Phase 4, Vault 1 - 547 calendar days from date of exercise of option..



No work under this contract shall be performed on Saturdays, Sundays or Federal holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, except with prior approval of the Contracting Officer.

(b) Time for completion of the contract work will be adjusted only in accordance with applicable clauses, e.g., Differing Site conditions, Changes, Changes - Supplement, Suspension of Work, or other clauses, as appropriate.

(End of clause)

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#### AOC52.222-3

Convict Labor (Jun 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

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#### AOC52.222-4

Overtime Work (Aug 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record (see AOC52.232-2, Payments - Services or AOC52.232-3, Payments - Services Utilizing Time Records).

(End of clause)

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#### AOC52.222-7

Workmen's Compensation Laws (Jun 2004)

The Contractor and his subcontractors employed on the site shall comply with the Workmen's Compensation Laws of the [District of Columbia Maryland Virginia].

(End of clause)

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#### AOC52.223-1

Hazardous Material Identification and Material Safety Data - Supplement (Jun 2005)

(a) Except as provided in paragraph (c), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS s), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in FAR 52.223-3(b).

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS s with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS s to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS in or on each shipping container. If affixed to the outside of each container, the MSDS s must be placed in a weather resistant envelope.

(d) For items provided to a construction site, the contractor shall provide two copies of each MSDS. One copy shall be provided to the COTR in accordance with the Division 1 submittal requirements, and a second copy shall be kept in an MSDS binder on the job site.

(End of clause)



AOC52.223-3

## Security Markings (Jun 2004)

(a) Before dissemination to subcontractors or other personnel, all AOC drawings and electronic copies thereof shall be considered at a minimum to be sensitive but unclassified (SBU). The following statement shall be imprinted on each page of drawings:

PROPERTY OF THE UNITED STATES GOVERNMENT  
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO  
UNAUTHORIZED USERS IS PROHIBITED

Do not remove this notice

Properly destroy documents when no longer needed

(b) The following paragraph shall be included on the cover page of the information (such as the cover page on a set of construction drawings and on the cover page of the specifications).

PROPERTY OF THE UNITED STATES GOVERNMENT  
COPYING, DISSEMINATING, OR DISTRIBUTING THESE DRAWINGS, PLANS OR SPECIFICATIONS TO  
UNAUTHORIZED USERS IS PROHIBITED

Do not remove this notice

Properly destroy documents when no longer needed

(End of clause)

AOC52.223-4

## Transmission or Posting of Drawings/Specifications (Jun 2004)

Due to security issues, the contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

(End of clause)

AOC52.225-1

## Buy American Act - Supplement (Jun 2004)

In addition to provisions of the above clause entitled, Buy American Act, the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

AOC52.228-2

## Insurance - Work on a Government Installation (Jul 2005)

(a) The Contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance as required in this clause.

(b) Within twenty (20) calendar days after the date of contract award or before commencing work under this contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty (30) calendar days in advance of the effective date of any reduction in or cancellation of this policy."

(c) Insurance and required minimum liability limits are:

- (1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;
  - (2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or
  - (3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.
- (d) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation, and shall require subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all subcontractors proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### AOC52.228-4

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##### Indemnification and Hold Harmless Agreement (Jun 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgement or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

#### AOC52.228-5

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##### AOC52.228-5 Payment Protection and Performance Bonds - Construction (Dec 2006)

- (a) Payment protection and performance bonds. (1) For a new definitive contract (one containing no provisions for issuance of task orders) or purchase order, payment protection and performance bonds, if required, shall be provided by the contractor after notice of award of the contract.
- (2) For indefinite-delivery contracts, the contractor has the option of providing --
  - (i) Payment protection and performance bonds for the total estimated amount of the contract within the time frame as specified elsewhere in the contract; or
  - (ii) Payment protection and performance bonds upon the issuance of each task order under the contract and as determined by the value of the instant task order within the time frame as specified elsewhere for the instant task order.
- (b) Required bonds. (1) A performance bond is not required if the original contract, purchase order, or task order amount is \$100,000 or less.
- (2) A performance bond (Standard Form 25) is required if the original contract, purchase order, or task order amount exceeds \$100,000. The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract, purchase order, or task order amount.
- (3) Payment protection is not required if the original contract, purchase order, or task order amount is \$30,000 or less.
- (4) Payment protection is required if the original contract, purchase order, or task order is greater than \$30,000. The penal amount of payment protection at the time of award shall be 100 percent of the original contract, purchase order, or task order amount. See FAR



52.228-13, Alternative Payment Protections, for the types of acceptable payment protection.

(c) Irrevocable letter of credit. If an irrevocable letter of credit is used, FAR 52.228-14, Irrevocable Letter of Credit, is applicable and can be found at <http://www.arnet.gov/far/index.html>.

(d) Additional bond protection. (1) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(2) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain an additional bond.

(e) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified elsewhere in the contract or order or prior to commencing work, whichever is sooner.

(f) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway Room 6F01, Hyattsville MD 20782 or via the internet at <http://www.fms.treas.gov/c570>.

(g) Notice of subcontractor waiver of protection (40 U.S.C. 270 b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(h) Upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

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#### AOC52.228-6

Notice to Sureties (Jun 2004)

The final inspection and acceptance of the work included in this contract shall not be binding or conclusive upon the Government if it shall subsequently appear that the Contractor has willfully or fraudulently, or through collusion with the representatives of the Government in charge of the work, supplied inferior material or workmanship, or has departed from the terms of the contract, or if defects of any kind should develop during the period that the guarantees covering such material and workmanship are in force. In such event, the Government shall have the right, notwithstanding such final acceptance and payment, to have the work removed and to cause the work to be properly performed and satisfactory material supplied to such extent as, in the opinion of the Contracting Officer, may be necessary to finish the work in accordance with the drawings, if any, and specifications, at the expense of the Contractor and the sureties on its bond, and the Government shall have the right to recover against the Contractor and its sureties the cost of such work, together with such other damages as the Government may suffer because of the default of the Contractor in the premises, the same as though such acceptance and final payment had not been made.

(End of clause)

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#### AOC52.232-4

Payments - Construction (Sep 2005)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, or estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested;

(ii) A listing of the amount included for work performed by each subcontractor under the contract;



- (iii) A listing of the total amount of each subcontract under the contract;
- (iv) A list of the amounts previously paid to each such subcontractor under the contract; and
- (v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

- (i) Consideration is specifically authorized by this contract; and
- (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete Paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification.
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name) \_\_\_\_\_  
 (Title) \_\_\_\_\_  
 (Date) \_\_\_\_\_

(d) Retainage. In making such progress payments, there shall be retained 10 percent of the estimated amount until final completion and acceptance of all work required by the contract. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining partial payments to be made in full. Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount to be retained to be in excess of the amount adequate for the protection of the Government, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage. Retainage under any contract action awarded by the Architect functioning in the capacity as a Contracting Officer for the agency shall be released by the Architect rather than an administrative Contracting Officer.

(e) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(f) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claims to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(g) Invoices shall be issued monthly as defined in Paragraph (b) in which services are performed by the Contractor. Properly certified

invoices shall be FAXED to the Architect of the Capitol, Accounting Division at (202) 226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226 2552. Payment will be made on a monthly basis. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

(1) Contract Number;

(2) Name and address of Contractor;

(3) Invoice Date;

(4) Period the payment covers; and

(5) Amount by line item as identified in the Schedule.

(h) Each invoice shall be in accordance with the SCHEDULE OF SUPPLIES OR SERVICES AND PRICES/COSTS FOR CONSTRUCTION completed during the payment period. The Contractor shall keep accurate time records for each of his personnel employed in the work, and information copies of the Contractor's time records (payrolls) shall be submitted with each invoice for payment. Original certified copies of Contractor's payrolls shall have been submitted weekly in arrears to the Contracting Officer in accordance with the Davis Bacon Act.

(i) Payments will be made directly to your financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment By Electronic Funds Transfer - Other than Central Contractor Registration.

(End of clause)

#### AOC52.232-6

#### Payment by Electronic Funds Transfer - Other than Central Contractor Registration (Jun 2004)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (i) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT



information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and assignment of claims. If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (i) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) EFT Information. The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause. The information required is as follows:

(1) The contract number;

(2) The contractor's name and remittance address as stated in the contract(s);

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;

(4) The name, address, and 9 digit Routing Transit Number of the contractor's financial agent; and

(5) The contractor's account number and the type of account (checking, saving or lockbox).

(j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:  
Architect of the Capital  
Accounting Division  
Mailing Address:

2nd and D Streets SW  
 Ford House Office Building  
 Washington, DC 20515

Telephone:  
 (202) 226-2552  
 Facsimile:  
 (202) 225-7321

(End of clause)

#### AOC52.232-9

##### Payment of Interest on Contractor Claims (Jun 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92 41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

#### AOC52.232-12

##### Assignment - Supplement (Sep 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

#### AOC52.233-1

#### AOC52.233-2

##### Claims for Equitable Adjustments - Waiver and Release of Claims (Jun 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

#### AOC52.233-3

##### Limitation on Damages for Delay (Jun 2004)



(a) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of any damages, of any nature whatsoever, which the Contractor, or its subcontractor at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedies in such event shall be a reimbursement of direct costs necessarily incurred as a result of the foregoing causes, and an extension of the contract time, but only in accordance with the provisions of the Contract Documents.

(b) For the purposes of this clause, the term "Damages" shall include all indirect and/or impact costs which shall include, without limitation: unabsorbed Home Office Overhead (including calculations under the "Eichleay Formula"), Idle Labor and Equipment, Loss of Productivity, and Interest; the term "Damages" shall not include on-site direct costs, which shall include direct labor (superintendence, labor, time-keeping, and clerical work) direct materials and supplies (including material handling), direct equipment, restoration and cleanup, overhead and profit (but only as permitted under the clauses Changes and Changes - Supplement, taxes, insurance, and bonding costs, which will be calculated in accordance with the clauses Changes and Changes - Supplement. Provided, however, that the accounting practice of treating these costs as "direct" shall be in accordance with

(1) The Contractor's established and consistently followed cost accounting practices for all work; and

(2) FAR Cost Accounting Cost Principles and Procedures (FAR Part 31).

(c) To the extent that any other provision of this contract provides for the payment of damages, as defined in this clause, to the Contractor and is thus inconsistent with the provisions of this clause, such other provision will be superseded hereby with respect to the issue of damages.

(End of clause)

#### AOC52.236-1

##### Access to Work (Jun 2004)

(a) The Contracting Officer or his representative may visit and inspect the Contractor's plant, without advance notice, at any time during the course of this contract, and he shall be granted every available assistance to facilitate such inspection.

(b) The Contracting Officer and proper members of his staff shall at all times have access to the work, and the Contractor shall provide proper and safe facilities for such access and for inspection.

(End of clause)

#### AOC52.236-2

##### Other Contracts and Work (Jun 2004)

(a) The Contractor shall fully inform himself as to conditions relating to construction and labor under which other work, if any, is being performed, or is to be performed, by or for the Government, by contract or otherwise, where such work may affect or be affected by, operations under this Contract.

(b) Notwithstanding the performance by other parties of work at the site during performance of this contract, the Contractor shall prosecute the work diligently and continuously, and he shall cooperate in every way with such other parties. The Contractor shall give such other parties, to the extent their work is affected by his work, all information necessary for the proper execution of their work, without delay. The Contractor shall so arrange and conduct his work that other parties may complete their work at the site according to schedule. All other work under the instant contract shall be carefully coordinated with work under such other contracts.

(End of clause)

#### AOC52.236-3

##### Accident Prevention and Safety and Health Programs - Construction (Sep 2004)

(a) The Contractor shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others and comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein. He shall also be responsible for all materials delivered and work performed until completion and final acceptance of the entire contract work, except for any completed unit thereof which theretofore may have been finally accepted.

(b) Williams-Steiger Occupational Safety and Health Act. The Contractor shall also comply in all aspects of the job with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations. The Contractor shall bring to the attention of the Architect any work encountered



which may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(c) National Fire Protection Association standards. The Contractor shall comply with all applicable standards of the National Fire Protection Association relative to fire prevention, except to the extent that more exacting requirements are specified or imposed by the Contracting Officer. The Contractor shall keep and properly maintain fire prevention devices at the job site and shall take all possible precautions deemed necessary by the Government representative in charge of the work.

(d) Protection of property and persons. (1) The Contractor shall protect all of his material and work at the site, whether incorporated in the work or not, against damage or loss from any cause, and he shall take all necessary precautions against damage to all other work and material on the site. He shall provide and maintain necessary safeguards for protection of his employees, Government employees and the public generally, and he shall take all other proper precautions for their protection against injury. He shall comply with all directives and regulations of the Contracting Officer and other proper authorities relative to the use of public property.

(2) The Contractor shall protect all electric, telephone, computer facilities, water, gas, sewer, steam and other underground utility lines, in sidewalks, streets or other areas in, under or around the site, to the satisfaction of the Contracting Officer, the Government of the District of Columbia, and all other authorities having jurisdiction.

(3) The performance of work at the site by other parties shall not relieve the Contractor from any liability for loss or damage or from his obligations under this contract. No agreement or arrangement between the Contractor and others as to a division or proportionate share of liability for loss or damage incurred, or of the cost of insurance, shall in any way relieve the Contractor of such liability or his obligations under this contract.

(e) The Contractor shall comply with the requirements of FAR 52.236.13, Accident Prevention. In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to suspend work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to suspend the work to the Contractor formalizing the specifics of the verbal suspension of work.

(f) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

#### AOC52.236-4

##### Cutting and Patching (Jun 2004)

Prior to initiation of the work operations of either cutting or patching, as a necessary requirement of the work under this contract, of any structural component or of lintels, stair systems, piping, duct work, vessels, equipment and like items in the building, the Contractor shall consult with the Contracting Officer and follow explicitly his directions and stated requirements concerning methods, materials, the manner in which the work is performed, and the level of competence and skill possessed by Contractor's employees, or those of subcontractors, who are proposed to be employed in said cutting and/or patching operations.

(End of clause)

#### AOC52.236-5

##### Cleaning and Restoring (Jun 2004)

(a) The contractor shall remove dirt and debris resulting from the operations under this contract daily.

(b) The Contractor shall, as a condition precedent to the final acceptance of the work, remove from the site of the work all remaining plant, installations, temporary barricades, temporary facilities, equipment, tools, materials, refuse, rubbish and waste, used or accumulated in connection with, but not incorporated in, the work, unless otherwise specified or directed, and he shall leave the buildings, grounds, streets, and all public places occupied by him in a thoroughly clean, neat and satisfactory condition.

(End of clause)

#### AOC52.236-8

##### Scheduling of Work (Aug 2004)

(a) The Contractor shall, before commencing work on the contract or another period of time determined by the Contracting Officer,



prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of partial payments until the Contractor submits the required schedule.

(b) The Contractor shall furnish sufficient forces, construction plant and equipment, and shall work such hours as necessary to insure prosecution of work in accordance with the approved schedule. If, in the opinion of the Contracting Officer, the Contractor falls behind in the scheduled progress, the Contractor shall take such steps as may be necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained. The provisions of this subparagraph shall not be construed as prohibiting work on Saturdays, Sundays and holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, if the Contractor so elects and if approved.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

#### AOC52.236-9

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##### Schedule of Values (Jun 2004)

(a) The Contractor shall, in accordance with the requirements of the Contracting Officer, prepare and submit for approval a schedule of estimated values of all parts of the work, and shall submit such quantity breakdowns pertinent thereto as the Contracting Officer may deem necessary for the proper checking of partial payment requisitions and for other administrative purposes. The total of the schedule of values shall equal the amount of the contract. The values employed in making this schedule will be used only for determining partial payments; they will not be used as a basis for determining an increase or decrease in the contract price. The listings and subdivisions of this schedule for estimated costs and quantity breakdowns shall be as approved by the Contracting Officer.

(b) The submission and approval of the schedule of values shall be a condition precedent to the making of partial payments.

(End of clause)

#### AOC52.236-10

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##### Specifications and Drawings for Construction (Feb 2007)

(a) The Contractor shall keep on the site of the work a copy of the drawings and specifications, and of approved shop drawings, product data and samples and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, or in case of discrepancy either within the figures, within the drawings, or within the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information he considers necessary, unless otherwise provided.

(b) Shop drawings means drawings submitted to the Government by the Contractor, subcontractor, any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.

(c) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;



- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (c); and
- (5) Reproduce and print contract drawings and specifications as needed.
- (d) In general--
  - (1) Large scale drawings shall govern small scale drawings; and
  - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (e) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (f) The work shall conform to the specifications and the contract drawings included as part of this contract.
- (g) The Contractor shall submit to the Contracting Officer for approval shop drawings, product data and samples as required under the various sections of this Project Manual. The Contractor shall coordinate all such submittals, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings, product data, or samples submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for re-submission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such submittals, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with Paragraph (d) below.
- (h) If shop drawings, product data, or samples show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (i) Upon completing the work under this contract, the Contractor shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings, product data or samples delivered under this contract.
- (j) The provisions of this entire paragraph shall be included in all subcontracts at any tier.

(End of clause)

#### AOC52.236-12

##### Product Data and Samples (Jun 2004)

- (a) Product data shall mean information (e.g., catalog cuts, standard illustrations, drawings, performance charts, data and brochures) pertinent to a particular product, equipment or material required as a part of the work. Product data is required to establish, for the purposes of evaluation and approval, details of the product offered in response to specifications elsewhere in the contract documents. Product data pertains to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes, in addition to the above, the manufacturer's standard printed recommendations for application and use, compliance with recognized standards of trade associations and testing agencies, and the application of their labels and seals (if any).
- (b) Samples are physical examples of materials, equipment or workmanship that will be used by the Contracting Officer to establish standards by which the work will be judged.
- (c) Samples not subject to destructive tests may be retained by the Contracting Officer until completion of the work; they will then be returned to the Contractor, at his own expense, if he so requests in writing.

(End of clause)

#### AOC52.243-1



## Changes - Supplement (Jun 2004)

## (a) Definitions.

(1) A change order is a unilateral contract modification, signed by the Contracting Officer, which describes and identifies a particular change in the requirements as permitted by the FAR clause, 52.243-4, Changes and authorizes the contractor to begin performance with the changed requirements. The change order may reference pertinent oral or written directives, provide an adjustment to the contract price and/or time for performance, and direct the contractor to submit a proposal for definitization of the change order.

(2) A supplemental agreement is a bilateral contract modification, signed by the contractor and the Contracting Officer, which either authorizes the contractor to begin performance with the changed requirements in accordance with the equitable adjustment agreed to prior to commencement of performance of the changed requirements or definitizes a change order after agreement of an equitable adjustment to the contract.

(3) Request for Proposal. A request by the Contracting Officer or his duly authorized representative for the contractor to submit a proposal for requirements contemplated to be changed. Such proposal shall be submitted within the time limit specified in the request and in accordance with the requirements and limitations of this clause.

(b) Authorization of changes. All changes to contract requirements will be authorized in writing by the Contracting Officer through one of the following methods:

(1) A Supplemental Agreement, with the concurrence of the contractor; or

(2) A unilateral Change Order.

(c) Submission of proposals and cost breakdowns by the contractor.

(1) Proposals for changes to the contract requirements shall include a brief description of the change; a breakdown of costs as outlined hereinafter; and a time impact analysis (fragnet).

(2) In considering proposals for changes involving added requirements, omitted requirements, or any combination thereof, the Contracting Officer or his duly authorized representative will make check-estimates in such detail as he deems necessary with the view of arriving at equitable adjustments. With each proposal, the contractor shall submit separately an itemized breakdown as per "Exhibit A" hereof, which shall include, but not be limited to, the following:

(i) Direct labor costs;

(ii) Social Security and Unemployment Insurance Taxes;

(iii) Workmen's compensation and general liability insurance;

(iv) Direct material quantities and unit prices (separated into trades);

(v) Construction equipment;

(vi) Overhead; and

(vii) Profit.

(3) If the contractor believes that the change in the contract requirements affects the contract period of performance, as required by AOC52.211-5, Commencement, Prosecution, and Completion of Work, of the Supplementary Conditions, appropriate substantiation must be submitted for evaluation/review.

(4) A complete proposal, including breakdown of cost and time impact, shall be submitted by the contractor within the time frame stipulated in calendar days by the Government for each proposed change. Generally, complete proposals shall be submitted by the contractor within 7 calendar days after the contractor receives the request for proposal, although this time frame may be adjusted for more complex or more urgent requirements. Except as provided by an individual contract modification, no payment for a change order will be made until a supplemental agreement has been signed by the contractor and the Contracting Officer. If complete proposals are not received timely, the Contracting Officer, after consultation with his authorized representative, may determine the cost of the change and the time impact and issue a change order based upon this determination with the stipulation that if a supplemental agreement is not negotiated within a reasonable amount of time, this determination will be final and conclusive, subject only to the contractor's rights of appeal as provided in AOC52.233-1, Disputes, of the General Conditions.

(d) Allowances for overhead and profit.

(1) The following percentages will be allowed for overhead and profit:

(i) The contractor shall receive, as a percentage of the cost of all work performed by his own organization, an amount not to exceed 10% overhead and not to exceed 10% profit; and

(ii) If subcontractor(s) are involved in the change, a fee in an amount not to exceed 10% as a percentage of the total price of the subcontractor portion of the change.

(iii) Subcontractor(s) to the prime contractor (first tier subcontractor(s)) shall receive, as a percentage of the cost of all work performed by or for it, a total amount not to exceed 10% overhead and not to exceed 10% profit.

(iv) The percentages for fees, overhead, and profit permitted by the above shall be allowed only for the contractor and its first tier subcontractors. Percentages for fees, overhead, and profit in any amount will not be allowed for subcontractors of any other tier.

(2) Percentages for overhead allowed are deemed to include, but shall not be limited to, the following:

(i) Field Overhead Items.

(A) Trailer;

(B) Storage Facilities;

(C) Contractor's and subcontractor's superintendence;

(D) Construction equipment/tools, except those that are specially required for a specific change;

(E) Utilities;

(F) Contractor's and subcontractor's field office, administrative/support staff;

(G) Cost of preparing record drawing changes, correspondence, etc., relating to the contract;

(H) Job site safety aids; and

(I) Cleaning and maintenance of nuisance debris from jobsite.

(ii) Office Overhead Items for Contractor and Subcontractors.

(A) Maintenance/operation of principal or branch offices;

(B) Personnel costs;

(C) Cost for preparing correspondence, fragnets, etc., relating to the contract; and

(D) Cost of insurance and bonds, except for insurance costs relating to direct labor, as outlined in "Exhibit A".

(iii) For changes which include custom items unique to the project and which are fabricated off-site, the fabricator, whether the contractor or a subcontractor at any tier, shall furnish a breakdown of costs associated with the work in the fabricating plant. This breakdown shall include labor, material, equipment and overhead/plant costs in sufficient detail to allow for review by the Contracting Officer or his duly authorized representative. Costs charged to overhead/plant shall be allowable costs for the fabricator, whether he is the contractor or a subcontractor at any tier, provided that the costs claimed are consistent with the provisions of Subpart 31.203 of the Federal Acquisition Regulation (Chapter 1, Title 48, Code of Federal Regulations). An amount not to exceed 10% of the cost of the fabricated item will be allowed for the fabricator's profit. If the fabricator is a subcontractor, the overhead and profit percentages for the contractor and any subcontractor at a higher tier having a contractual relationship with the fabricator shall be allowed in accordance with this clause.

(e) Changes involving decreases in price. For changes involving only a decrease in price, the contractor and subcontractors shall return as credit for overhead and profit those same percentages which are allowed for like changes involving increases in price. On changes involving both an increase and a decrease in price, overhead and profit will be allowed only on the net increase.

(f) Changes involving increases or decreases on basis of contract specified unit prices. No percentages for overhead and profit will be added to, or deleted from, any unit prices in event of an increase or decrease in the contract requirements on the basis of contractual unit prices.

EXHIBIT A



## TYPICAL FORM OF BREAKDOWN FOR PRICE ADJUSTMENT

## SUBCONTRACTORS' BREAKDOWN

Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
Excavation (Identify)								
* Volume								
* Crane Operator								
* Laborers								
Shoring (Identify)								
* Area								
* Welder								
Subcontractor Total								

## PRIME CONTRACTOR'S BREAKDOWN

Items Involved	Quantities	Unit Cost	Equipment	Material	Labor	Extensions		Unit Cost
						Totals	Final Totals	
West Wall (Cinder Block)								
* Area								
* Block 8x8x16								
* Mortar								
* Mason								
* Laborer								
Subtotal								
Prime Contractor's Total								
Prime Contractor's Overhead and Profit on Subcontractor								
Total								

(End of Clause)

AOC52.244-1

## Award of Subcontracts and Other Contracts for Portions of the Work (Sep 2005)

(a) The Contractor is responsible for coordination of all work performed by its own workforce and those of its subcontractors. Each subcontractor shall be experienced in and capable of performing in a satisfactory manner all work in his speciality, and shall meet the standard of competence established for the Contractor.

(b) The Contractor shall be responsible for all acts of subcontractors employed by him under this contract, and for their compliance with all terms and provisions of the contract applicable to their performance. The Contractor shall continuously coordinate the work of all sub-contractors to assure proper processing and progress of the Work. The Contractor shall require each subcontractor to (1) examine the project schedule, shop drawings and the work of other trades and all sections of the specifications to the extent necessary for satisfactory Installation of his work, and connection between his work and the work of other trades; (2) coordinate his work accordingly; and (3) cooperate with other trades toward timely and satisfactory completion of the entire work.

(c) Organization of the specifications into sections and subsections and the arrangement of drawings shall not control the Contractor in dividing work among subcontractors or in establishing the extent of work to be performed by any trade.

(d) The Government reserves the right to require dismissal of any subcontractor who, by reason of previous unsatisfactory work on AOC projects or for any other reason, is considered by the Contracting Officer to be incompetent or otherwise objectionable for performing work under this contract.

(e) Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the Government.

(End of clause)

#### AOC52.245-1

##### Inventory Control and Indemnification of Property (Jun 2004)

(a) The Contractor shall be liable for the return of the articles picked-up for service under this contract, in accordance with the count as reflected on the "INVENTORY CONTROL VOUCHER" (ICV); see sample attached in Section J. A separate ICV will be completed for each pick-up and verified against the ICV at the time of delivery.

(b) Two copies of each verified ICV shall be given to the Contractor's representative at the time of delivery; one of which shall be submitted with the Contractor's payment invoice. Failure of the Contractor's representative to verify, by signature on the ICV, any of the ICV totals will be at the Contractor's own risk for purposes of determining any loss of, or damage to, the articles to be serviced under this contract.

(c) The Contractor shall indemnify the Government for any property delivered to the Contractor for servicing under this contract which is lost, or which is damaged and, in the opinion of the Contracting Officer, cannot be repaired satisfactorily. In either of these events, the Contractor shall pay to the Government the value thereof in accordance with Federal Supply Schedule price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and just price. Credit shall be allowed for any depreciation in the value of the property at the time of loss or damage, and the parties hereto shall determine the amount of the allowable credit. If the parties fail to agree upon the value of the property, or fail to agree on the amount of credit due, the dispute shall be determined as provided in AOC52.233-1, Disputes.

(d) The payment of the lost property will be applied as a credit on the current monthly invoice at the time the amount of the allowable credit is agreed upon by the Contracting Officer and the Contractor.

(e) In case of damage to any property which the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property at their own expense in a manner satisfactory to the Contracting Officer.

(End of clause)

#### AOC52.246-1

##### Final Inspection and Acceptance - Construction - Supplement (Mar 2007)

(a) No inspection or other action of the Government shall be construed to constitute a final acceptance of any portion of the work under this contract until all work under the contract is completed. None of the work under the contract shall be deemed to be finally accepted until the Contractor, upon completion and final inspection of all work, is notified in writing of final acceptance of work under the contract, or in lieu thereof, until final payment of the final voucher as prescribed in AOC52.232-4, Payments - Construction. The provisions of FAR clause 52.246-12, Inspection of Construction are hereby modified by the provisions of this paragraph with respect to the finality of acceptance of any portion of the work by the Government prior to completion of all work under the contract.

(b) The Contractor shall notify the Contracting Officer, at least 10 days in advance, of the date the work will be fully complete and ready for final inspection. Any additional costs incurred by the Government due to necessary reinspection of work found not ready for final inspection upon the Contractor's notice of completion will be charged to the Contractor and deducted from the contract price.

(End of clause)

#### AOC52.246-4

##### Warranty of Non-commercial Items (Jun 2004)

(a) Definitions. "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

"Correction", as used in this clause, means the elimination of a defect.

"Supplies", as used in this clause, means the end item furnished by the Contractor and related services required under the contract. The word does not include "data".

(b) Contractor's Obligation. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for [The Contracting



Officer shall insert a specific period of time after delivery or the specified event whose occurrence will terminate the warranty period] from the date of final delivery and acceptance all supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(2) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(c) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant, and return.

(d) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(e) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this contract.

(f) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

AOC52.236-13A

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### **Visit to the Site of the Work - Construction**

(a) It is strongly recommended that all prospective offerors visit the site where the work is to be performed, compare the work requirements with existing conditions, verify dimensions, if necessary, and fully inform themselves regarding the nature and scope of the proposed work and the conditions under which it will be conducted. Offerors shall also inform themselves regarding other work, if any, being done or to be done by or for the United States government, the District of Columbia government and utility companies, by contract or otherwise, where such work may affect or be affected by the operations under the contract. Failure to take these precautions will in no way relieve the successful offeror from his obligation to furnish all materials, services, labor, and any other requirements necessary to complete the work satisfactorily under the conditions established by the contract documents and without additional expense to the Government.

(b) A pre-proposal meeting and site visit will be conducted on May 15, 2008 at 10:00 a.m. Participants will meet in front of the Ford House Office Building, 2nd. and D Streets, S.W., Washington, D.C. 20024.

(c) The Architect will conduct one field inspection of the work immediately following the pre-proposal meeting. Those intending to participate shall meet at the address above. If you wish to register for the pre-proposal conference and site visit, please contact Mr. Patrick G. Hunt at [phunt@aoc.gov](mailto:phunt@aoc.gov)

(d) Offerors are encouraged to submit all questions in writing at least five (5) working days prior to the conference to the email address listed above. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at any site visit, the pre-proposal conference or field inspection, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(End of clause)

## 52.252-2

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.gsa.gov](http://www.gsa.gov) or [www.arnet.gov](http://www.arnet.gov)

(End of clause)

## Clauses By Reference

Clause	Title	Date
52.246-12	Inspection of Construction	11/08/2006

## Clauses By Reference

Clause	Title	Date
52.203-3	Gratuities	11/08/2006
52.203-5	Covenant Against Contingent Fees	11/08/2006
52.203-6	Restrictions On Subcontractor Sales To The Government	11/08/2006
52.215-2	Audit and Records--Negotiation	11/08/2006
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	11/08/2006
52.222-6	Davis Bacon Act	11/08/2006
52.222-7	Withholding of Funds	11/08/2006
52.222-8	Payrolls and Basic Records	11/08/2006
52.222-9	Apprentices and Trainees	11/08/2006
52.222-10	Compliance with Copeland Act Requirements	11/08/2006
52.222-11	Subcontracts (Labor Standards)	11/08/2006
52.222-12	Contract Termination-Debarment	11/08/2006
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	11/08/2006
52.222-14	Disputes Concerning Labor Standards	11/08/2006
52.222-15	Certification of Eligibility	11/08/2006
52.222-26	Equal Opportunity	03/22/2007
52.222-27	Affirmative Action Compliance Requirements for Construction	11/08/2006
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	11/08/2006
52.222-36	Affirmative Action For Workers With Disabilities	11/08/2006
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era,	11/08/2006



Clause	Title	Date
	and Other Eligible Veterans	
52.223-2	52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Dec 2007)	12/07/2007
52.223-6	Drug Free Workplace	11/08/2006
52.227-1	Authorization and Consent (Dec 2007)	12/07/2007
52.227-4	Patent Indemnity - Construction Contracts (Dec 2007)	12/07/2007
52.228-2	Additional Bond Security	11/08/2006
52.228-12	Prospective Subcontractor Requests for Bonds	11/08/2006
52.229-3	Federal, State And Local Taxes	11/08/2006
52.232-23	Assignment Of Claims	11/08/2006
52.236-3	Site Investigation and Conditions Affecting the Work	11/08/2006
52.236-6	Superintendence by the Contractor	11/08/2006
52.236-7	Permits and Responsibilities	11/08/2006
52.236-8	Other Contracts	11/08/2006
52.236-11	Use and Possession Prior to Completion	11/08/2006
52.236-13	Accident Prevention	11/08/2006
52.236-26	Preconstruction Conference	11/08/2006
52.242-13	Bankruptcy	11/08/2006
52.243-4	Changes	05/18/2007
52.245-2	Government Property Installation Operation Services	05/18/2007
52.246-21	Warranty of Construction	11/08/2006
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) - Alternate I	11/08/2006
52.249-10	Default (Fixed-Price Construction)	11/08/2006
52.222-30	Davis-Bacon Act--Price Adjustment (None or Separately Specified Method)	11/08/2006

## Supplementary Conditions

### AOC52.201-1

#### Contracting Officers Authority (Jun 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

### AOC52.201-2

#### Contracting Officers Technical Representative (COTR) (Mar 2005)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies, or (b) scope, the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

### AOC52.211-1

#### KEY PERSONNEL (Apr 2007)

(a) The Contractor shall assign to this contract the following key personnel as proposed in the Contractor's technical proposal:

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Telephone No. \_\_\_\_\_

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by Paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by Paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutions, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the person being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

(d) The approval of substitute personnel will not be considered to be grounds for an increase in the contract price.



(e) The special security requirements in AOC52.223-5, Special Security Requirements, or AOC52.223-6, Special Security Requirements - U.S. Supreme Court, shall apply to all approved Contractor personnel substitutions.

(End of clause)

#### AOC52.223-5

#### Special Security Requirements - Services (Jun 2007)

(a) All vehicles, and contents, used by the Contractor or his subcontractors, which enter or leave United States Government property during performance of the work, will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police.

(b) All persons entering the Legislative Branch Buildings shall gain access to the building by passing through x-ray screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.

(c) All personnel provided by the Contractor and employed on the site of the work will be subject to a security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.

(d) Prior to commencement of work, the contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The location for the Electronic Fingerprinting Service is the U.S. Capitol Hill Police, Fairchild Building, 499 South Capitol Street SW, Washington, DC 20003.

(e) Within seven (7) calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this contract. This list shall include the employee's full name, date of birth and social security number.

(f) While security background investigations are in process, the Contractor's employees must not be granted access to the Capitol Hill complex to perform work or provide services for the AOC unless they are escorted by an AOC staff member. "Escorted" is defined to mean that the AOC staff member will remain with the employee(s) at all times during the performance of the work. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk as a result of evidence discovered in the background security investigation will not be issued an Identification Card, will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(g) An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(h) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(i) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (f) above to the Contracting Officer's Representative.

(j) The Contractor's failure to return any ID badge, access card, or key issued under this contract or order shall result in a deduction of \$100.00 from the contract per ID badge, access card, and/or key not returned.

(End of clause)



AOC52.223-8

## DELIVERY VEHICLE INSPECTION REQUIREMENTS (Apr 2007)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) Mobile Vehicle and Cargo Inspection System (Mobile VACIS). All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(c) 4700 Shepherd Parkway SW inspection facility. All other vehicles making deliveries to the above listed locations except for the U. S. Supreme Court shall utilize the off-site inspection and screening facilities at 4700 Shepherd Parkway SW, Washington, DC 20032.

(d) For all deliveries within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (1) List of drivers;
- (2) Date of birth for each driver;
- (3) Social Security Number of each driver;
- (4) Vehicle make;
- (5) Vehicle model;
- (6) License tag number and state where vehicle is licensed;
- (7) Color of vehicle; and
- (8) Contractor name, if shown on the vehicle.

(e) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728. Updates to the information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(f) Information for deliveries made through the Shepherd Parkway facility must be faxed to (202) 226-0571. For verification of receipt, the contractor may call (202) 226-0905. Updates to the information must be renewed April 30, August 31, and December 31 of each year and provided to the U. S. Capitol Police whenever repetitive deliveries are anticipated.

(End of clause)

AOC52.236-11

## Submittals (Jun 2004)

(a) The Contractor shall deliver all required submittals within the times specified elsewhere in this contract. Unless specifically stated otherwise, four (4) sets of each item shall be delivered by the contractor to the Contracting Officer's Technical Representative. An in-depth description of these submittals can be found in the appropriate technical sections of the specification. Any Schedule of Work prepared shall reflect delivery of these items. Failure to provide timely delivery of these submittals may be considered to be grounds for termination for default.

(b) The Government will review the submittals and either approve them as submitted, or mark required changes on them. If change are required, the Contractor shall deliver revised submittals for approval by the Government which incorporate all of the required changes within two weeks after receipt by the Contractor of the marked-up submittals.

(End of clause)



AOC52.242-2**CONTRACTOR PERFORMANCE EVALUATIONS (DEC 2006)**

At the conclusion of contract performance and/or at any point during the performance of this contract, the AOC may elect to evaluate the Contractor and submit a final or interim performance evaluation into the appropriate on-line database designated as the repository of Contractor evaluations for the Federal Government. Any evaluation submitted shall include input from the Contracting Officer's Technical Representative and other agency personnel, as appropriate, and the Contracting Officer. The Contractor shall have the opportunity to review any evaluations and submit supporting information for any differing of positions between the Contractor and the AOC in accordance with the protocol established by the specific on-line database.

(End of clause)

## Representations and Certifications

### 52.203-2

#### Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

### 52.204-3

#### Taxpayer Identification (Oct 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal



Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

\_\_ TIN: \_\_\_\_\_.

\_\_ TIN has been applied for.

\_\_ TIN is not required because:

\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

\_\_ Sole proprietorship;

\_\_ Partnership;

\_\_ Corporate entity (not tax-exempt);

\_\_ Corporate entity (tax-exempt);

\_\_ Government entity (Federal, State, or local);

\_\_ Foreign government;

\_\_ International organization per 26 CFR 1.6049-4;

\_\_ Other \_\_\_\_\_.

(f) *Common parent.*

\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(End of provision)

52.209-5

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are \_\_ are not \_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_ have not \_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against

them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.223-1

##### Biobased Product Certification (Dec 2007)

As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

#### AOC52.204-2

##### Data Universal Numbering System (Duns) Number (Jun 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;



- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(d) Enter DUNS number: \_\_\_\_\_.

(End of provision)

#### AOC52.204-3

##### Representations and Certifications (Nov 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

#### AOC52.215-8

##### Authorized Negotiators (Jun 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

(End of provision)

#### AOC52.219-2

##### Small Business Representations and Certifications (Nov 2007)

(a) If this procurement exceeds \$100,000 the North American Industry Classification System (NAICS) code for this procurement is \_\_\_\_\_ and the small business size standard is \_\_\_\_\_ (if this requirement is for manufacturing or trade) or \$ \_\_\_\_\_ (if this requirement is for services, including construction).

(b) The Architect of the Capitol maintains information on the types of contractors to whom contract and order awards are made in order to monitor the success of our efforts to improve contracting opportunities in the small business community. Therefore, each offeror shall complete the information regarding the classification of its type of entity.

(c) Definitions. As used in this provision --

"Small business" means a business concern that is organized for profit, has a place of business in the United States, and does not

exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity.

"Service-disabled veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (2) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

"Veteran-owned small business concern" means a small business concern (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern (1) that is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more women.

"Large business concern" is an entity that is organized for profit, has a place of business in the United States, and exceeds the size standard for its industry.

"Nonprofit organization" is an entity that is not organized for profit, e.g., the American Red Cross, universities, and foundations.

"Foreign contractor" is an entity organized for profit that is not in the United States.

(d) Small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and HUBZone small business concerns are subcategories of small business. Small disadvantaged business and HUBZone small business concerns require certification by the U.S. Small Business Administration. Additional information is available at <http://www.sba.gov>.

(e) For entities organized for profit, the size standards for each industry can be found at <http://www.sba.gov/gopher/Government-Contracting/Size/>. A business is large if the number of employees or revenue amount exceeds that shown in the applicable industry.

(f) Indicate below the information that best describes your organization and check all categories that apply. For example, if your organization is women-owned and veteran-owned small business, then check "Small Business", "Women-owned small business", and "Veteran-owned small business".

- ☐ Nonprofit organization (do not check any other box).
- ☐ Large business (do not check any other box).
- ☐ Foreign contractor (do not check any other box).
- ☐ State/local/Federal government agency (do not check any other box).
- ☐ Small business (see 13 CFR Part 121).
- ☐ HUBZone small business (see 13 CFR Part 126).
- ☐ Small disadvantaged business (see 13 CFR 124.1002).
- ☐ Service-disabled veteran-owned small business (see 38 U.S.C. 101(2) and 38 U.S.C. 101(16)).
- ☐ Veteran-owned small business (see 38 U.S.C. 101(2)).
- ☐ Women-owned small business.

(End of provision).



## Solicitation Conditions

52.216-1

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Type of Contract (Apr 1984)

The Government contemplates award of a Firm fixed-price contract resulting from this solicitation.

(End of provision)

AOC52.204-5

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Registration In The Central Contractor Registration (CCR) (Nov 2007)

(a) The Architect of the Capitol anticipates that in the future the agency's contractors may have to register in the CCR database. This is the primary vendor database for the Executive Branch of the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions.

(b) CCR requires vendors to complete a one-time registration to provide basic information relevant to procurement and financial transactions. Vendors must update or renew their registration at least once per year to maintain an active status. CCR validates the vendor information and electronically shares the secure and encrypted data with the Federal agencies' finance offices to facilitate paperless payments through electronic funds transfer (EFT).

(c) The AOC is now encouraging all vendors to register in the CCR if they have not already done so. Vendors can register on line at <http://ccr.gov>. This internet site contains all pertinent information for registration as well as provides contact points for help when registering.

(End of provision)

AOC52.206-1

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Procurement Authority for the Architect of the Capitol (Sep 2007)

The authority for all purchase orders and contracts awarded by the Architect of the Capitol is 41 U.S.C. 5, 41 U.S.C. 6a-1, and 41 U.S.C. 6a-2, as amended by Public Laws 107-68, 108-7, and 108-83.

(End of Provision)

AOC52.215-1

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Instructions to Offerors (Jul 2007)

(a) Definitions. As used in this provision --

Proposal modification is a change made to a proposal before the solicitation s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays, including Presidential Inauguration Day. However, if the last day falls on a Saturday, Sunday, or legal holiday, including Presidential Inauguration Day, then the period shall include the next working day.

(b) Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

(c) Packaging, transmission, and tracking of proposals. (1) Proposals, modifications, and revisions shall be enclosed, in the quantities

specified elsewhere in this solicitation, in sealed envelopes. With each copy of the form entitled, "SOLICITATION, OFFER, AND AWARD", the offeror shall enclose the completed Schedule page; offer guarantee, if required; and Representations and Certifications. Address envelopes to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Patrick G. Hunt, Room H2-263 Bid Room, Second and D Streets, S.W., Washington, DC 20515. Offeror shall write Bid Documents Enclosed, H2-263 Bid Room, and write the solicitation number, time and date for receipt of offers on the exterior of the package on the same side as the address. Telegraphic or facsimile proposals and modifications will not be considered.

(2) Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U. S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building, or any other location in the U.S. Capitol Complex of buildings. See Notice for Delivery on the front of the solicitation.

(3) To assist in tracking of proposals, offerors are requested to fax a copy of their signed Solicitation, Offer and Award form as well as a copy of the FEDEX or UPS receipt to Patrick G. Hunt to [(202) 225-3221] at the time of the issuance of their proposal.

(4) The only acceptable method by which offerors can deliver their responses to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Offers submitted via any other method will be rejected. OFFERORS - DO NOT MAIL YOUR OFFER BY REGULAR U.S. MAIL. See notice attached to this solicitation for special instructions.

(d) Submission, modification, revision, and withdrawal of proposals. (1) Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

(2) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

(i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

(iii) It is the only proposal received.

(3) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(4) Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(5) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(6) Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(End of provision)

AOC52.215-2

Interpretations and Amendments (Jun 2004)

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing no later than fourteen calendar days prior to the date established for receipt of offers. Oral explanations or instructions given before the award of a contract will not be binding.

(b) Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a



reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of the Contracting Officer at least fifteen (15) calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to [email address] or via facsimile to [fax number].

(c) Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors if that information is necessary in submitting offers or if the lack of it would be prejudicial to other prospective offerors and shall become a part of any subsequent contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted.

(1) Offerors shall acknowledge the receipt of all amendments to the solicitation by:

(i) Signing and returning the amendment;

(ii) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer;

(iii) Letter or telegram; or

(iv) Facsimile, if facsimile offers are authorized in the solicitation.

(2) The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

(d) Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

(e) If this solicitation is amended, all terms and conditions that are not amended remain unchanged.

(End of provision)

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#### AOC52.215-3

##### Restriction on Disclosure and Use of Data (Jun 2004)

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

(a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(End of provision)

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#### AOC52.215-7

##### Preparation of Proposals - Construction (Jun 2004)

(a) Offers shall be submitted, in the quantities as stated elsewhere in this solicitation, on the accompanying printed form entitled, SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) and copies thereof, with blank spaces suitably filled in. Erasures or other changes on any or all submissions shall be initialed by the signer of the offer.

(b) Copies of the offer shall be identical and each copy shall give the full business address of the offeror, and be signed by him (see Block 20B of the form entitled, SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) with his usual signature. Offer by partnerships shall furnish the full names of all partners, and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by corporations shall be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature. An offer by a person who affixes to his signature the word president, Secretary, agent, or other designation, without disclosing his principal, may be held to be the offer of the individual signing. When requested by

the Government, satisfactory evidence of the authority of the offer signing in behalf of the corporation shall be furnished.

(End of provision)

#### AOC52.215-9

##### Failure to Submit Offer (Jun 2004)

Recipients of this solicitation not responding with a proposal should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a proposal and does not notify the issuing office that future solicitations are desired, the recipient's name will be removed from the applicable mailing list.

(End of provision)

#### AOC52.228-7

##### AOC52.228-7 OFFER GUARANTEE - CONSTRUCTION (DEC 2006)

(a) An offer guarantee is required for all offers exceeding \$100,000. For a new definitive contract (one containing no provisions for issuance of task orders) or purchase order, the amount of the offer guarantee is based upon the proposed amount of the offer. For a requirements contract, the offer guarantee is based upon the price payable for the estimated total quantity. For an indefinite-quantity contract, the offer guarantee is based upon the price payable for the specified minimum quantity. The price of any options is not included except for those options exercised at the time of the contract award.

(b) Failure to furnish an Offer Guarantee in the required form and amount, with and as a part of the proposal, will be cause for rejection of the proposal.

(c) The offeror shall furnish an Offer Guarantee of not less than 20% of the proposed price in the form of a firm commitment consisting of a Bid Bond, Certified Check, Cashier's Check, Irrevocable Letter of Credit, or Postal Money Order made payable to the Architect of the Capitol, or under Treasury Department Regulations certain bonds or notes of the United States. The Contracting Officer will return Offer Guarantees, other than Bid Bonds, (1) to unsuccessful offerors as soon as practicable after evaluation of the proposals; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

(End of provision)

#### 52.217-5

##### Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

#### 52.225-10

##### Notice of Buy American Act Requirement--Construction Materials (May 2002)

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act -Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.



(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested -

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### AOC52.215-4

#### Contract Award (Jun 2004)

(a) The Government will evaluate offers in response to this solicitation without discussions and will award a contract to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government considering only price and the price-related factors specified elsewhere in the solicitation. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price standpoint. The Government reserves the right to conduct discussions.

(b) The Government may

(1) Reject any or all offers;

(2) Accept other than the lowest offer; and

(3) Waive informalities or minor irregularities in offers received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph (c) of this clause), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

(f) The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(End of provision)

# ATTACHMENT 2



480V Switchgear and Transformer Replacement  
Rayburn House Office Building  
AOC Project #990347A, B, C and D  
Vault 2, 3, 4 and 1  
List of Drawings

**990347A, (Phase 1), Vault 2 -**

<u>Sheet No.</u>	<u>Drawing No.</u>	<u>Drawing Title</u>
1 of 27	C-1	Cover Sheet
2	G-1	Abbreviations, Symbols and General Notes
3	G-2	Construction Sequence for Vault #2 Transformers, Switchgear and Garage East Switchboard
4	G-3	Electrical Distribution Control Monitoring System and Protection Schematic
5	E-12	Vault #2 - Single Line Diagram: Existing and Demolition
6	E-13	Vault #2 - Single Line Diagram: Existing and New Work
7	E-14	Vault #2 - 480V Switchgear - Elevation: Existing , Demolition and New Work
8	E-15	Vault #2 - Plan: Existing and Demolition
9	E-16	Vault #2 - Plan: Existing and New Work
10	E-17	Grounding, Transformer Assembly and Secondary Bus Entry Detail
11	E-18	Vault #2 - Switchgear and Garage East Switchboard Schedules and Bus Duct Detail
12	E-19	Vault #2 - PCB Remediation Plan
13	E-20	Vault #2 - Monitoring Miscellaneous Detail
14	E-21	Garage East Switchboard - Plan, Elevation- Existing, Demolition and New Work and Bus Duct Detail
15	E-21A	Vault #2 - Lighting Plan: Existing, Demolition and New Work
16	M 1	Abbreviations and Symbols
17	M 2	General Notes
18	M 3	Vault #2 - Partial Basement and Sub-Basement Floor Plan - Existing and Demolition
19	M 4	Vault #2 - Partial Basement and Sub-Basement Floor Plan - Existing and New Work
19A	M 4A	Vault #2 - CWS/CWR Piping Extension
20	M 5	Vault #2 - Miscellaneous Details
21	M 6	Vault #2 - Control Diagram & Sequence of Operation
22	M 7	Vault #2 - Schedules
23 of 27	S-1	Vault #2 - Transformer Room SB-363 Sub Basement Reflected Ceiling Plan

Rayburn House Office Building  
AOC Project #990347A, B, C and D  
Vault 2, 3, 4 and 1  
List of Drawings

**990347A, (Phase 1), Vault 2 cont. -**

<u>Sheet No.</u>	<u>Drawing No.</u>	<u>Drawing Title</u>
24 of 27	RS-3	Vault #2 - Sub-Basement Floor Framing Plan
25	RS-4	Vault #2 - Basement Floor Framing Plan
26	RS-7	Vault #2 - Third Floor Framing Plan
27 of 27	RS-31	Vault #2 - Miscellaneous Beam Schedule, Sections and Details Sub-Basement and Basement

**990347B, (Phase 2), Vault 3 -**

<u>Sheet No.</u>	<u>Drawing No.</u>	<u>Drawing Title</u>
1 of 24	C-1	Cover Sheet
2	G-1	Abbreviations, Symbols and General Notes
3	G-2	Construction Sequence for Vault #3 Transformers and Switchgear
4	G-3	Electrical Distribution Control Monitoring System and Protection Schematic
5	E-22	Vault #3 - Single Line Diagram: Existing and Demolition
6	E-23	Vault #3 - Single Line Diagram: Existing and New Work
7	E-24	Vault #3 - Existing , Demolition and New Work
8	E-25	Vault #3 - Plan: Existing and Demolition
9	E-26	Vault #3 - Plan: Existing and New Work
10	E-27	Grounding, Transformer Assembly and Secondary Bus Entry Detail
11	E-28	Vault #3 - Schedules
12	E-29	Vault #3 - PCB Remediation Plan
13	E-30	Vault #3 - Monitoring - Miscellaneous Detail No. 1
14	E-30A	Vault #3 - Lighting Plan: Existing, Demolition and New Work
15	M 1	Abbreviations and Symbols
16	M 2	General Notes
17	M 3	Vault #3 - Partial Sub-Basement Floor Plan - Existing and Demolition
18 of 24	M 4	Vault #3 - Partial Sub-Basement Floor Plan - Existing and New Work



Rayburn House Office Building  
AOC Project #990347A, B, C and D  
Vault 2, 3, 4 and 1  
List of Drawings

**990347B, (Phase 2), Vault 3 cont. -**

<u>Sheet No.</u>	<u>Drawing No.</u>	<u>Drawing Title</u>
18A of 24	M 4A	Vault #3 - CWS/CWR Piping Extension
19	M 5	Vault #3 - Miscellaneous Details
20	M 6	Vault #3 - Control Diagram & Sequence of Operation
21	M 7	Vault #3 - Schedules
22	RS-3	Vault #3 - Sub-Basement Floor Framing Plan
23	RS-7	Vault #3 - Third Floor Framing Plan
24 of 24	RS-31	Vault #3 - Miscellaneous Beam Schedule, Sections and Details Sub-Basement and Basement

**990347C, (Phase 3), Vault 4 -**

<u>Sheet No.</u>	<u>Drawing No.</u>	<u>Drawing Title</u>
1 of 24	C-1	Cover Sheet
2	G-1	Abbreviations, Symbols and General Notes
3	G-2	Construction Sequence for Vault #4 Transformers and Switchgear
4	G-3	Electrical Distribution Control Monitoring System and Protection Schematic
5	E-31	Vault #4 - Single Line Diagram: Existing and Demolition
6	E-32	Vault #4 - Single Line Diagram: Existing and New Work
7	E-33	Vault #4 - Existing , Demolition and New Work
8	E-34	Vault #4 - Plan: Existing and Demolition
9	E-35	Vault #4 - Plan: Existing and New Work
10	E-36	Grounding, Transformer Assembly and Secondary Bus Entry Detail
11	E-37	Vault #4 - Schedules
12	E-38	Vault #4 - PCB Remediation Plan
13	E-39	Vault #4 - Monitoring - Miscellaneous Detail
14	E-39A	Vault #4 - Lighting Plan: Existing, Demolition and New Work
15	M 1	Abbreviations and Symbols
16	M 2	General Notes
17 of 24	M 3	Vault #4 - Partial Sub-Basement Floor Plan - Existing and Demolition

Rayburn House Office Building  
AOC Project #990347A, B, C and D  
Vault 2, 3, 4 and 1  
List of Drawings

**990347C, (Phase 3), Vault 4 cont. -**

<u>Sheet No.</u>	<u>Drawing No.</u>	<u>Drawing Title</u>
18 of 24	M 4	Vault #4 - Partial Sub-Basement Floor Plan - Existing and New Work
19	M 5	Vault #4 - Miscellaneous Details
20	M 6	Vault #4 - Control Diagram & Sequence of Operation
21	M 7	Vault #4 - Schedules
22	RS-3	Vault #4 - Sub-Basement Floor Framing Plan
23	RS-7	Vault #4 - Third Floor Framing Plan
24 of 24	RS-31	Vault #4 - Miscellaneous Beam Schedule, Sections and Details Sub-Basement and Basement

**990347D, (Phase 4), Vault 1 -**

<u>Sheet No.</u>	<u>Drawing No.</u>	<u>Drawing Title</u>
1 of 28	C-1	Cover Sheet
2	G-1	Abbreviations, Symbols and General Notes
3	G-2	Construction Sequence for Vault #1 Transformers, Switchgear and Garage West Switchboard
4	G-3	Electrical Distribution Control Monitoring System and Protection Schematic
5	E-1	Vault #1 - Single Line Diagram: Existing and Demolition
6	E-2	Vault #1 - Single Line Diagram: Existing and New Work
7	E-3	Vault #1 - 480V Switchgear - Elevation: Existing , Demolition and New Work
8	E-4	Vault #1 - Plan: Existing and Demolition
9	E-5	Vault #1 - Plan: Existing and New Work
10	E-6	Vault #1 - Plan: Grounding and Transformer Assembly and Detail
11	E-7	Vault #1 - Transformers, Switchgear and Garage West Switchboard - Schedules - New Work
12	E-8	Vault #1 - PCB Remediation Plan
13	E-9	Vault #1 - Miscellaneous Detail No. 1
14	E-10	Vault #1 - Monitoring Miscellaneous Detail No. 2



Rayburn House Office Building  
AOC Project #990347A, B, C and D  
Vault 2, 3, 4 and 1  
List of Drawings

**990347D, (Phase 4), Vault 1 cont. -**

<u>Sheet No.</u>	<u>Drawing No.</u>	<u>Drawing Title</u>
15 of 28	E-11	Garage West Switchboard - Plan, Elevation- Existing, Demolition and New Work and Bus Duct Detail
16	E-11A	Vault #1 - Lighting Plan: Existing, Demolition and New Work
17	M 1	Abbreviations and Symbols
18	M 2	General Notes
19	M 3	Vault #1 - Partial Basement and Sub-Basement Floor Plan - Existing and Demolition
20	M 4	Vault #1 - Partial Basement and Sub-Basement Floor Plan - Existing and New Work
20A	M 4A	Vault #1 - CWS/CWR Piping Extension
21	M 5	Vault #1 - Miscellaneous Details
22	M 6	Vault #1 - Control Diagram & Sequence of Operation
23	M 7	Vault #1 - Schedules
24	S-1	Vault #1 - Transformer Room SB-349 Sub Basement Reflected Ceiling Plan
25	RS-3	Vault #1 - Sub-Basement Floor Framing Plan
26	RS-4	Vault #1 - Basement Floor Framing Plan
27	RS-7	Vault #1 - Third Floor Framing Plan
28 of 28	RS-31	Vault #1 - Miscellaneous Beam Schedule, Sections and Details Sub-Basement and Basement

End of Drawing List

# ATTACHMENT 3



RFPNo.080037

ATTACHMENT No 3

GENERAL DECISION: **DC20080003** 04/18/2008 DC3

Date: April 18, 2008

General Decision Number: **DC20080003** 04/18/2008

Superseded General Decision Number: DC20070003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	04/18/2008

ASBE0024-001 10/01/2007

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator		
Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 27.88	13.88

ASBE0024-005 10/01/2007

	Rates	Fringes
Fire Stop Technician.....	\$ 22.95	6.39

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke of other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

\* BRDC0001-001 04/30/2007

	Rates	Fringes
Bricklayer.....	\$ 25.90	6.19

CARP0132-006 05/01/2007

	Rates	Fringes
Carpenters (Including Drywall		

Hanging).....	\$ 24.37	6.15
Piledriver.....	\$ 22.87	6.85

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ELEC0026-003 09/03/2007

	Rates	Fringes
Communication Technician.....	\$ 23.15	3%+6.87

SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network).

WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.

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ELEC0026-016 11/05/2007

	Rates	Fringes
Electricians (Excluding Communication-Low Voltage Wiring).....	\$ 34.55	11.39+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.

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ENGI0077-009 05/01/2007

	Rates	Fringes
Power equipment operators:		
Boom Trucks.....	\$ 26.47	6.82+a+b
Cranes (35 tons and above) ..	\$ 27.64	6.82+a+b
Cranes (under 35 tons).....	\$ 27.18	6.82+a+b
Forklifts.....	\$ 19.90	6.82+a
Piledrivers.....	\$ 27.18	6.82+a

a. PAID HOLIDAYS:  
New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.



## b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

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IRON0005-001 06/01/2007

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and		
Chain Link Fence.....	\$ 26.73	11.995

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IRON0201-003 05/01/2007

	Rates	Fringes
Ironworker (Reinforcing).....	\$ 24.80	12.08

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LABO0657-001 06/01/2007

	Rates	Fringes
Laborer:Skilled.....	\$ 18.81	4.29

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinnig, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers (tile laid on road construction projects ONLY), operators of jackhammer, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of townmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blaster, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

-----  
LABO0657-002 06/01/2007

	Rates	Fringes
Laborers:		
Mason Tenders, Brick.....	\$ 14.14	4.29
Mortarmen, Scaffold		
Builders.....	\$ 14.90	4.29

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MARB0002-002 05/01/2007

	Rates	Fringes
Marble & Stone Mason.....	\$ 31.00	11.52

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT

pointing, caulking and cleaning of exisiting masonry,  
brick, stone and cement (restoration work)

MARB0003-001 05/01/2007

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer		
Marble Mason and Tile Layer..\$ 24.67		8.78
Terrazzo Worker.....\$ 25.42		8.78

MARB0003-004 05/01/2007

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....\$ 19.84		7.90

PAIN0051-004 06/01/2007

	Rates	Fringes
Glaziers		
Contracts \$2 million and under.....\$ 24.12		7.46
Contracts over \$2 million...\$ 26.34		7.46

PAIN0051-010 06/01/2007

	Rates	Fringes
Painters:		
Brush, Roller, Spray and Drywall Finisher.....\$ 23.31		7.31

PLAS0891-003 05/01/2007

	Rates	Fringes
Cement Mason/Concrete Finisher...\$ 26.15		6.01

PLUM0005-007 10/21/2007

	Rates	Fringes
Plumbers		
Apartment Buildings over 4 stories (except hotels), schools, colleges and speculative office buildings, strip shopping centers, churches, water coolers, room air conditioning units, appliances, packaged ice machines and light commerical refrigeration and/or air conditioning systems serving a single		



business in a single story  
 building and not to exceed  
 5. h.p. or tons, self-  
 contained package unit up  
 to including 5 h.p. or tons.\$ 21.54 8.33+a  
 ALL Other Work.....\$ 33.92 12.94+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day  
 and the day after Thanksgiving, Christmas Day, New Year's  
 Day, Martin Luther King's Birthday, Memorial Day and the  
 Fourth of July.

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 PLUM0602-006 11/01/2007

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work).....	\$ 33.27	13.57+a

a. PAID HOLIDAYS:  
 New Year's Day, Martin Luther King's Birthday, Memorial Day,  
 Independence Day, Labor Day, Veterans Day, Thanksgiving Day  
 and the day after Thanksgiving Day and Christmas Day.

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 \* SFDC0669-001 04/01/2008

	Rates	Fringes
Sprinkler Fitters.....	\$ 29.35	14.30

-----  
 SHEE0100-002 07/01/2007

	Rates	Fringes
Sheet Metal Worker (Including HVAC Duct Work).....	\$ 31.54	11.65

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 \* SUDC2000-001 04/12/2000

	Rates	Fringes
ASBESTOS ABATEMENT WORKER (Removal from Floors, Ceilings, Walls and Mechanical Systems).....	\$ 10.60	

Laborer, Unskilled.....	\$ 11.83	2.23
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Pointer, caulker and cleaner  
 INCLUDES pointing,  
 caulking and cleaning of  
 existing masonry, brick,  
 stone and cement  
 structures (restoration  
 work); EXCLUDES pointing,  
 caulking and cleaning of  
 new or replacement  
 masonry, brick, stone and  
 cement.....\$ 20.00

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

-----  
In the listing above, the "SU" designation means that rates  
listed under the identifier do not reflect collectively  
bargained wage and fringe benefit rates. Other designations  
indicate unions whose rates have been determined to be  
prevailing.  
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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on  
a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests  
for summaries of surveys, should be with the Wage and Hour  
Regional Office for the area in which the survey was conducted  
because those Regional Offices have responsibility for the  
Davis-Bacon survey program. If the response from this initial  
contact is not satisfactory, then the process described in 2.)  
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal  
process described here, initial contact should be with the  
Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an  
interested party (those affected by the action) can request  
review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210



The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

# ATTACHMENT 4



**480 Volt Switchgear and Transformer Replacement, RHOB  
Phase 1, Vault #2 and Garage East Switchboard - 990347A  
Clarifications for RFP - 01/08**

**ELECTRICAL**

**Drawing G-1:**

- General Notes - Note #10 is to read: "The contractor shall submit five (5) sets of each of the submittals to the Architect of the Capitol, Project Management Division. The AOC will respond within 20 working days of the receipt of submittals with approval, rejection or verification of the submittals. One set will be returned to the contractor."
- General Notes - Add to Note #40 - Asbestos Removal: the Contractor is responsible for asbestos removal. Notify the AOC when asbestos is discovered in the work site.
- General Notes - Note #35 - Delete the word "his".

**Drawing G-3:**

Switchgear Monitoring Cabinet

- Relocate drawing note 2 from "Vault #4 XFMRs" terminal block to "Vault #2 XFMRs" block.

**Drawing E-13:**

Single Line Diagram

Switchgear #2 -

- Circuit breaker (Compartment 5B) serving existing busway BD#4 - Revise from 1600AF/800AT to 1600AF/1600AT.
- Circuit breaker (Compartment 8B) serving existing busway BD#3 - Revise from 1600AF/800AT to 2000AF/2000AT.
- Circuit breaker (Compartment 3C) serving Swbd-E for Garage East - Revise from 800AF/600AT to 800AF/800AT.
- Switchboard E for Garage East - Revise rating of this switchboard from 600A to 800A and revise main breaker from 600A to 800A.

- For clarification, feeders exiting Sections 1, 3, 8, and 11 via 60 amp MCCB(s) are to be identified as serving the "Clock Signal System" equipment.
- Drawing Note 11, adjacent to DT910, shall be noted as "typical" (Typ) for all feeder branch circuit breakers.

#### **Drawing E-14:**

- Switchgear #2, New Elevation – Compartment 8B serving busway BD-3 - Provide 2000AF in lieu of 1600AF.
- Provide Arc Flash analysis and labeling for Switchgear #2.

#### **Drawing E-15:**

- Basement Plan, Switchgear Rm – Remove existing floor mounted HVU-24 with associated accessories as noted on Drawing M3.
- Sub-Basement Plan, Vault #2 - Disconnect and remove propeller exhaust fans E-8 and E-9 (conduit and wiring to remain) as noted on Drawing M3.

#### **Drawing E-16:**

- Add to Drawing Note 26 - "Equipment should be positioned so the existing 15KV cables can terminate on the each new 15KV switch."
- Revise Drawing Note 31 to read "Provide new motor starter, wiring and conduit to power new AHU-2 (Basement) and new AHU-2A (Sub-Basement) from new MDP2-2."
- New AHU-2A is not indicated on the Spot Network Transformers Sub-Basement Plan, but exists on the south side of this room. Refer to Drawing M4 for equipment location and description.
- New exhaust fans E-8 and E-9 are not indicated on the Spot Network Transformers Sub-Basement Plan, but exists on the east side of this room. Refer to Drawing M4 for equipment location, description, electrical connections and circuiting.

#### **Drawing E-17:**

- Sub-Basement Grounding Plan – Revise Drawing Note located between columns 16 and 17 to read '8' instead of 'A'.
- Revise no-load disconnect switch rating indicated on the Secondary Bus Entry Detail from 1600A to 1875A.



**Drawing E-18:**

Switchboard MDP2-2 Elevation –

- Circuit breaker 8 serving AHU-2 - revise frame size from 125AF to 100AF.
- Circuit breaker 10 serving AHU-2A - revise frame size from 225AF to 100AF.

Branch circuit schedule –

- For load designation “Corridor Ltg L20D” and circuit MDP2-2 #1 - Revise existing (switchgear #2) circuit number from ‘7’ to ‘6’.
- For load designation “Garage Lighting” and circuit MDP2-2 #9 – Revise existing (switchgear #2) circuit number from ‘6’ to ‘8’.

Garage Switchboard East - Schedule -

- Revise horizontal and vertical bus from 600A to 800A. Revise asterisk note below Schedule from “See Drawing E-2” to “See Drawing E-21”.
- Provide Arc Flash analysis and labels for Garage Switchboard East.

**Drawing E-20:**

- Equipment Monitoring System Diagram – Just above new pull box #1A, revise drawing note number for network protector status (N/P Status) 1 1/2" conduit from ‘4’ to ‘9’.
- Pull Box 1A Connection Detail – For the upper-right terminal board, revise drawing note referencing the network protector status cables (N/P1, N/P2, N/P3, N/P4) from ‘4’ to ‘9’.

**Drawing E-21A:**

- Basement Level, Electrical Switchgear Room and Sub-Basement Spot Network Transformer Room – Replace existing egress doors, frames and hardware with new 2 hour fire rated gray, extra heavy duty galvanized steel doors, frames, hardware and incorporate panic hardware devices as required by NEC Article 110.26.C.2. Incorporate security requirements of US Capitol Police, including maglocks, prox card readers and locksets into new egress doors.

**MECHANICAL**

### **Drawing M3:**

Vault #2, Partial Basement Floor Plan:

- Revise Drawing Note 6 to read "Remove existing floor mounted HVU-24 with all associated piping and accessories.
- Revise Drawing Note 5 to read "Existing CW piping to remain."

### **Drawing M4:**

Vault #2, Partial Basement Floor Plan – Switchgear Vault:

- Add to Note 23 - "Provide new drain pan under AHU-2 with new 1" drain line."
- Revise Drawing Note 5 to read - "New drain pans with new 1 ½" drain lines."
- Revise Drawing Note 8 to read - "New 1" condensate drain line down with tees with removable plugs for cleanout at each change of direction."
- Revise Drawing Note 21 to read "New 1" condensate drain pipe from AHU-2 above. Spill into areaway as per Note 18."
- Revise Drawing Note 22 to read "New 1" condensate drain pipe up."
- Revise Drawing Note 17 to read "New 1" CWS/CWR lines at ceiling. Provide all AHU-2 and AHU-2A CWS and CWR piping and insulation as required by AOC Design Standards for Hydronic Distribution Systems." (Attached).

Vault #2, Partial Sub-Basement Floor Plan – Transformer Vault:

- Add to Note 23 - "Provide new drain pan under AHU-2A with new 1" drain line."

### **Drawing M4A:**

- Add new Drawing Note 7 - "Mechanical equipment and ductwork indicated on this drawing are existing to remain and shown for coordination purposes only."

### **Drawing M5:**

- Add a drain pan under the entire air handling unit in the air-handling unit detail. Include drain pan piping.

### **Drawing M6**

- Switchgear room AHU-2 and Transformer room AHU-2A control: Provide



automatic on /off control based on room temperature with two-position control valve and cycle fan / control valve to maintain room temperature. Provide a minimum 5-degree deadband: temperature rises to 85 degrees – fan on /valve open, temperature falls to 80 degrees – fan off /valve closed.

#### **Drawing M7**

- Exhaust Fan Schedule: Revise fan designations from "E-4" to "E-8" and "E-5" to "E-9" to match designations indicated on Drawing M7.

### **SPECIFICATIONS**

#### **Section 01000 1.9 EMERGENCY PLAN**

- Section 01000 1.9.C - Sequence of construction shall be Vault #2, Vault #3, Vault #4 and Vault #1. Contractor shall provide emergency plan following this construction sequence.

#### **Add Specification Section 01230 - OPTIONS**

Under Part 3 - Execution, add the following:

##### **3.1 SCHEDULE OF ITEMS**

- 001 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #2

##### **OPTIONS** Option Items 002 through 003 may be exercised at any time during **Fiscal Year 2008 or 2009**

- 002 Disassemble at the factory the tested set of sections of the Low Voltage Switchgear. Ship them in parts sufficiently small for delivery to the installation site and re-assemble all sections.
- 003 Provide High Efficiency Network Transformers of the quantity, size, type, ratings and requirements specified in Section 16462, including associated high voltage switches, low-voltage network protectors and network disconnect switches.

##### **OPTIONS** (If exercised in **FY2009** (October 1, 2008 through September 30, 2009))

- 004 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #3

- 005 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #4
- 006 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #1

**OPTIONS** (If exercised in **FY2010** (October 1, 2009 through September 30, 2010))

- 007 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #3
- 008 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #4
- 009 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #1
- 010 Disassemble at the factory the tested set of sections of the Low Voltage Switchgear . Ship them in parts sufficiently small for delivery to the installation site and re-assemble all sections.
- 011 Provide High Efficiency Network Transformers of the quantity, size, type, ratings and requirements specified in Section 16462, including associated high voltage switches, low-voltage network protectors and network disconnect switches.

**OPTIONS** (If exercised in **FY2011** (October 1, 2010 through September 30, 2011))

- 012 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #3
- 013 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #4
- 014 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #1
- 015 Disassemble at the factory the tested set of sections of the Low Voltage Switchgear . Ship them in parts sufficiently small for delivery to the installation site and re-assemble all sections.
- 016 Provide High Efficiency Network Transformers of the quantity, size, type, ratings and requirements specified in Section 16462, including associated high voltage switches, low-voltage network protectors and network disconnect switches.

**OPTIONS** (If exercised in **FY2012** (October 1, 2011 through September 30, 2012))



- 017 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #3
- 018 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #4
- 019 480 Volt Switchgear and Transformer Replacement in Mayburn House Office Building - Vault #1
- 020 Disassemble at the factory the tested set of sections of the Low Voltage Switchgear . Ship them in parts sufficiently small for delivery to the installation site and re-assemble all sections.
- 021 Provide High Efficiency Network Transformers of the quantity, size, type, ratings and requirements specified in Section 16462, including associated high voltage switches, low-voltage network protectors and network disconnect switches.

#### **Section 16110 – Electrical Raceway Systems**

- Section 16110 Electrical Raceway Systems - Delete all references to the use of Liquid-tight flexible steel, Electrical Plastic Tubing, Electrical Plastic Conduit and PVC Conduit.
- Section 16110, 3.1.B Conduit Supports - Revise Section 3.1.B.2 to read: "Conduits in groups of three or more shall be securely mounted from structure on galvanized racks equivalent to "Kindorf" or "Unistrut" racks."

#### **Section 16120 – Wires and Cables (600 Volts and Less)**

- Section 16120, 3.1.A Installation of Wires and Cables - Revise Section 3.1.A.1 to read: "Unless indicated otherwise, install all wiring in rigid metal conduit."

#### **Section 16377 – High Voltage (15KV) Cables and Splices**

- Section 16377, 1.3 Submittals - Revise Section 1.3.A to include the following submittals:
  1. Qualifications of individuals performing cable splices and terminations.
  2. Manufacturer certified test reports for each cable and accessory type.
  3. Field quality control test reports: Megger testing for short circuit and grounds conditions.
- Section 16377, 1.4 Codes and Standards - Add to Section 1.4 the following:
  - G. ICEA S-93-639: 5-46KV Shielded Power Cables for the Distribution and

Transmission of Electrical Energy.

H. AEIC CS8: Specification for Extruded Dielectric Shielded Power Cables Rated 5 Through 46KV.

- Section 16377, 2.1 High Voltage 15 KV EPR Cable - Revise Section 2.1.A. to read: "High Voltage Cable shall consist of single conductor shielded cables with 133% insulation level and suitable for cable-tray installation. The size shall be as indicated on the drawings."

### **Section 16450 - Grounding**

- Section 16450 Grounding - Add the following: 1.3 Submittals:  
1.3.A. Submit the following for approval:  
1. Product Data: conductors, accessories, ground busbar.  
2. Welding Certificate  
3. Certification of System Test

### **Section 16462 – Network Transformers, Protectors & Disconnect Switches**

- Section 16462 1.3 Submittals - Remove all references to ANSI/IEEE Standard C57.12.00-1987 and replace with ANSI/IEEE Standard C57.12.00-2006 – General Requirements for Liquid Immersed Distribution, Power and Regulating Transformers.
- Section 16462 1.3 Submittals - Add to this section, "Provide manufacturers standard product warranty."
- Section 16462 1.4 Reference Standards - B. - Remove all references to ANSI/IEEE Standard C57.12.40-1990 and replace with ANSI/IEEE Standard C57.12.40-2006 – Requirements for Secondary Network Transformers, Subway and Vault Types (Liquid Immersed).
- Section 16462 1.4 Reference Standards - C. - Remove all references to ANSI/IEEE Standard C57.12.90-1987 and replace with ANSI/IEEE Standard C57.12.90-2006 – Test Code for Liquid Immersed Distribution Power, and Regulating Transformers.
- Section 16462 1.4 Reference Standards - Add the following standard:  
F. ANSI/IEEE C57.12.44-2005 – Requirements for Secondary Network Protectors.
- Section 16462 Network Transformers 2.2.B - Revise 2.2.B to read "Cooling medium shall be non-PCB, U.L. Listed, minimum 97% biodegradable in a 21 day period, environmentally friendly dielectric insulating fluid having a fire point of not less than 300 degrees C and equal to BioTemp as manufactured by ABB."



### **Section 16463 – Distribution Switchboards**

- Section 16463 Distribution Switchboards - Submittals 1.4.A. - Add to this section, "1.4.A.4. Provide manufacturers standard product warranty."

### **Section 16464 – Switchgear, Low Voltage (600 Volts and Below)**

- Section 16464 Switchgear, Low Voltage - Submittals 1.4.A. - Add to this section, "1.4.A.4 Provide manufacturers standard product warranty."

### **Section 15055 – Motors**

- Provide high efficiency motors in accordance with ASHRAE Std 90.1.

End of Clarifications

# ATTACHMENT 5



# ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. **See reverse for additional instructions.**

## PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

## AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

ARCHITECT OF THE CAPITOL

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

01-00-0001

ACH FORMAT:

☐ CCD+

☐ CTX

ADDRESS:

2ND & D STS., SW, FORD HOUSE OFFICE BUILDING

WASHINGTON, DC 20024

CONTACT PERSON NAME:

TELEPHONE NUMBER:

( )

ADDITIONAL INFORMATION:

## PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

( )

## FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

( )

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

☐ CHECKING

☐ SAVINGS

☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:  
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

( )

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)  
Prescribed by Department of Treasury  
31 U.S.C. 3322; 31 CFR 210

# ATTACHMENT 6



# ARCHITECT OF THE CAPITOL VENDOR REQUEST FORM

## SECTION I. To Be Completed By AOC Personnel Before Sending To Procurement (fax 225-3221)

Vendor Name:		FAX Number:
Name (Printed and Signature) of AOC Personnel Requesting Vendor:		
Signature certifies that this request is for addition or modification of a vendor for the purposes of conducting valid business with the Architect of the Capitol.		
Name of Vendor Personnel to be Sent This Form	Vendor Phone No.:	Vendor Fax No.:
Vendor Number (required for modifications to a vendor already on file):	Date Request Submitted to Procurement:	

## SECTION II. To be completed by vendor. For assistance on SECTION II, call (202) 226-2557

Vendor Name:		
Mailing Address:		
Physical Address:		
Vendor Phone No.:	Vendor Fax No.:	Vendor DUNS No.:
Type of Contractor (See Attached Page For Information)		
If small business, check all that apply in this column	If not a small business, check only one of the below categories	
Small Business Concern	Large Business	
HUBZone Small Business	Historically Black College/University	
Small Disadvantaged Business	Educational Institution	
8(a) Program Participant	JWOD AbilityOne Non Profit Agency	
Service Disabled Veteran Owned	Other Non Profit Organization	
Veteran Owned Small Business	Other Entities (State/Local/Federal Gov.	
Woman-Owned Small Business		

## SECTION III. To be completed by vendor. For assistance on SECTION III, call (202) 226-2552.

Vendor's Remittance Name and Address:
--

## SECTION IV. To be completed by vendor. For assistance on SECTION IV, call (202) 226-2557.

Printed Name and Title of Vendor Representative	
Signature of Vendor Representative	Telephone No.:
E-mail Address	Date:

## SECTION V: For AOC Use Only

Signature and Date of Procurement Staff Entering Data	Signature and Date of Accounting Staff Verifying Financial Data Entered
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### INSTRUCTIONS TO VENDORS

Complete the attached W-9 IRS form. SSN or EIN must be provided. W-9 is also available at [www.irs.gov](http://www.irs.gov) under "More Forms and Publications".

If requesting payment made via Electronic Funds Transfer, complete the enclosed SF 3881 ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM. This form is also available at [www.gsa.gov](http://www.gsa.gov) under "Forms Library" "Standard Forms".

Upon completion of the Vendor Request Form, fax it, Form W-9, and the SF 3881 ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM, if EFT is requested, to: Procurement Division (202) 225-3221 or e-mail to [AOCProcurement@aoc.gov](mailto:AOCProcurement@aoc.gov). To verify receipt, call (202) 226-2557.

## TYPE OF CONTRACTOR

A small business is one that is organized for profit, has a place of business in the United States, *and* does not exceed the size standard for its industry. It may be a sole proprietorship, partnership, corporation, or any other legal entity. An entity that is organized for profit, has a place of business in the United States, *and* exceeds the size standard for its industry is a large business. An entity that is not organized for profit is a nonprofit organization, e.g., the American Red Cross, universities, and foundations. An entity organized for profit that is not in the United States is a foreign contractor.

Small disadvantaged business, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and HUBZone small business are each subsets of small business. Generally, not less than 51% of the business must be owned by the type of individual described in order to be considered of that category, e.g., in order to be a veteran-owned small business, not less than 51% of the business must be owned by one or more veterans with the management and daily business operations controlled by one or more veterans. Small disadvantaged businesses and HUBZone small businesses require certification by the U. S. Small Business Administration. For help in determining the type of contractor you are please visit the following link: <http://www.sba.gov/gopher/Government-Contracting/Size/>



# ATTACHMENT 7



UNITED STATES CAPITOL POLICE  
WASHINGTON, D.C. 20510-7218

CP-491  
(4-04)

**REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS**

Please report with: (1) A valid form of photo identification, (2) and this form to the Fairchild Building located at 499 South Capitol Street SW Washington, D.C., Room 127 between the hours of 7am until 3pm Monday through Friday for processing.

1. Name: (Last, First, Middle)

Address:

Street & No. \_\_\_\_\_

City & State: \_\_\_\_\_

Zip: \_\_\_\_\_

Te e: \_\_\_\_\_

2. Other Names Ever Used: (e.g. maiden name, nickname, ect. If you have never used another name write "None".)

3. Date of Birth: (Month, Day, Year)

4. Birthplace: (City and State or Country)

5. Social Security Number:

6. Gender:

Male Female

7. Race:

8. Height:

9. Weight:

10. Eye Color:

11. Hair Color:

**SIGNATURE AND RELEASE OF INFORMATION:**

**READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:**

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all of the information provided above is true, correct, and complete, made in good faith.

12. Signature: \_\_\_\_\_

13. Date: \_\_\_\_\_